

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

HYRDOBEE, SPC., a Washington  
corporation,

Plaintiff,

v.

CITY OF SEATTLE,

Defendant.

No. 20-2-12717-5 SEA

COMPLAINT

**I. PARTIES**

1. Plaintiff HydroBee, SPC., is a Washington corporation domiciled in King County, Washington.

2. Defendant City of Seattle is a municipality organized and located in King County, Washington.

**II. JURISDICTION AND VENUE**

3. This Court is vested with jurisdiction pursuant to RCW 2.08.010, and venue is proper in this Court pursuant to RCW 4.12.0250. Defendant does business in King County, Washington, and the incident giving rise to this action occurred in King County, Washington.

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1           4.       All conditions precedent have been met.

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3                               **III.     FACTUAL ALLEGATIONS**

4           5.       Plaintiff HydroBee began paying for and using office space from the City at 7400  
5 Sand Point Way, Seattle, Washington, 98115, room 110 (the property) in approximately May  
6 2017.

7           6.       HydroBee had an exclusive right to use of the property.

8           7.       HydroBee was founded in 2013 by Burt Hamner, who holds the majority interest  
9 in the company.

10          8.       The Company's mission is to sell chimney inserts, pot skirts, and portable  
11 generators equipped with the Firebee and JetFlame technology. Firebee is a thermoelectric  
12 generator for stoves that can be attached to metal chimneys of four to six inches in diameter.  
13 The heat is absorbed by the thermoelectric modules and is converted into electricity for  
14 charging USB devices at five watts. JetFlame is an electric blower for stoves and campfires that  
15 can fit in the firebox of a stove or campfire and is USB powered. The JetFlame increases the air  
16 flow in a fire and therefore increases the temperature of the fire, which creates a cleaner and  
17 more efficient burn.

18          9.       HydroBee's technology aims to convert stove and fire power into electric power  
19 sources that can charge phones, power lights, and power stove ventilation. The Firebee and the  
20 JetFlame have the potential to reduce poverty and reduce illness for millions of people worldwide  
21 by providing affordable and reliable electrical power from the daily use of stoves as well as  
22 improve indoor air quality.

23          10.       Worldwide, around one billion individuals are without electricity and would  
24 benefit from the Firebee and JetFlame.  
25

1           11.     In September 2019, HydroBee was in the process of executing a business plan  
2 that would have sold approximately 600,000 clean cookstoves in Central American over a four-  
3 year period.

4           12.     On or about September 27, 2019, the City entered the property without  
5 permission or notice to plaintiff.

6           13.     The City took possession of all of plaintiff's personal property located in the  
7 property.

8           14.     HydroBee was provided no notice that its personal property was at risk of being  
9 seized or destroyed.

10          15.     As a result of the actions of the City, HydroBee lost all of its business property  
11 and records, inclusive of prototypes, testing equipment, and designs.

12          16.     HydroBee has been delayed on executing its business plans by approximately two  
13 years.

14          17.     HydroBee has suffered significant economic damages, including lost profits and  
15 diminished business value, as a result of the City's conduct.

16          18.     Plaintiff served the City with a Tort Claim Form on June 10, 2020. More than 60  
17 days have passed since that service, and the City has not resolved plaintiff's claims.

18  
19  
20                   **IV.     CAUSES OF ACTION**

21                   **CLAIM NO. 1: VIOLATION OF THE FOURTH AMENDMENT**

22           19.     Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

23           20.     Defendant's conduct violated plaintiff's right to be free from unreasonable search  
24 and seizure under the Fourth Amendment as incorporated by the Fourteenth Amendment, 42  
25 U.S.C. §1982; and Art. I, Section 7 of the Washington State Constitution.

**CLAIM NO. 2: VIOLATION OF THE FIFTH AND FOURTEENTH AMENDMENT**

21. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

22. Defendant deprived plaintiff of its constitutional right to possess, use, and enjoy its property.

23. Plaintiff was not compensated for the deprivation of its property rights.

24. Defendant's conduct constitutes an unlawful taking and violated plaintiff's right to due process under the Fifth Amendment as incorporated by the Fourteenth Amendment, 42 U.S.C. §1982; and Art. I, Section 3 of the Washington State Constitution.

**CLAIM NO. 3: CONVERSION**

25. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

26. Plaintiff was at all relevant times the owner of the personal property confiscated and destroyed by defendant.

27. Defendant intentionally exercised control or domain over plaintiff's property in a way that deprived plaintiff its right of possession.

28. Defendant had no legitimate government interest that gave it the right to seize and destroy plaintiff's property.

**CLAIM No. 3: TRESPASS**

29. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

30. Plaintiff had a right to exclusive use of the property during the lease period with limited exceptions, such as inspection or cleaning.

31. The City did not have permission or a legitimate reason to enter the property on September 27, 2019.

32. The City's conduct constitutes trespass.

**CLAIM NO. 4: BREACH OF CONTRACT**

33. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

34. The City breached its lease agreement with plaintiff by wrongfully entering the property and taking possession of plaintiff's personal property.

**V. PRAYER FOR RELIEF**

WHEREFORE, HydroBee requests that this Court:

- Enter a declaratory judgment that defendant violated plaintiff's rights under the United States Constitution and Washington State Constitution.
- Enter a money judgment against defendants in the amount we will prove;
- Award costs, disbursements, and attorney fees to the maximum extent authorized by law, including 42 U.S.C. 1988;
- Otherwise award plaintiff attorney fees and costs; and
- Award such other relief as is just and proper.

DATED this 17th day of August, 2020.

**RUIZ & SMART  
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